

PPM 531

ON-THE-JOB TRAINING (OJT)

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GENERAL REQUIREMENTS

531.01 PURPOSE OF ON-THE-JOB TRAINING

The purpose of on-the-job training (OJT) is to provide a hands-on training or placement opportunity for eligible individuals for whom such an opportunity represents the most appropriate training/placement option.

[REQUIRED PRACTICE. OJT may best meet the training or placement needs of an individual consistent with his or her vocational strengths, resources, priorities, concerns, abilities, capabilities, and career interests when, for example, more formalized postsecondary training is not required or delaying work earnings for the duration of a training period is not appropriate to the individual's training and employment needs.]

531.02 QUALIFYING INDIVIDUALS

(1) On-the-job training (OJT) can be provided for an applicant participating in a trial work experience or extended evaluation when:

(A) such training is determined to be an appropriate means to demonstrate, with clear and convincing evidence, whether or not the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services; and

(B) OJT is specified as a service to be provided under the terms of a trial work experience or extended evaluation plan, as applicable.

(2) OJT can be provided for an eligible Vocational Rehabilitation Program participant when:

(A) the individual's participation in actual, hands-on work is the appropriate and necessary means to acquire the knowledge, skills, and/or experience needed to secure a planned employment outcome;

(B) OJT is specified as a service to be provided under the terms of a current Individualized Plan for Employment (IPE) as the individual's informed choice best meeting his or her vocational strengths, resources, priorities, concerns, abilities, capabilities, and career interests; and

(C) (1) the Vocational Rehabilitation Counselor has determined that, upon successful completion of the training, the individual/trainee will have acquired the knowledge, skills, and/or experience required in the community to obtain equivalent employment with another employer, or

(2) upon successful completion of the training, the employer/trainer intends to hire and employ the individual/trainee as a regular, competitively employed employee at competitive wages.

(3) OJT cannot be provided as a supported employment service or to achieve a supported employment outcome.

531.03 COUNSELOR RESPONSIBILITIES

It is the responsibility of the assigned Vocational Rehabilitation Counselor to:

- (1) initiate contact with prospective OJT providers (potential employer/trainers);
- (2) negotiate the terms of the OJT agreement, including, but not limited to, the duration of the training and the schedule of payments to the employer/trainer for the training period;
- (3) complete, in cooperation with the individual and the OJT provider, an OJT agreement meeting all Vocational Rehabilitation Program requirements described in this chapter;
- (4) monitor compliance of the parties with the provisions of the OJT agreement;
- (5) assess, on a periodic basis (but not less than monthly), the individual's progress toward meeting the objectives of the training, as described in the OJT agreement and the IPE;
- (6) record all contacts with the employer/trainer and the trainee related the periodic assessments made of the individual's progress in the individual's record of services; and
- (7) follow appropriate authorization and vouchering procedures to assure accurate and timely payments to the OJT provider.

NATURE AND SCOPE OF ON-THE-JOB TRAINING**531.04 OJT OBJECTIVES**

As indicated in section 531.01 of this chapter, on-the-job training (OJT) can be provided:

- (1) as a training service, to facilitate acquiring specific job knowledge, skills, and/or experience required for subsequent successful job placement; or

(2) as a placement service, where the employer/trainer has made a commitment to hire and employ the individual/trainee on a competitive employment basis upon successful completion of the training.

531.05 COMPETITIVE EMPLOYMENT REQUIREMENT

On-the-job training (OJT) can consist only of competitive work in the integrated labor market performed in an integrated work setting.

531.06 FULL-TIME AND PART-TIME WORK OPTION

As appropriate to the training and employment needs of each eligible individual and in accordance with the provisions of this chapter, OJT can be arranged for full-time or part-time competitive work in integrated settings.

531.07 DURATION OF THE OJT

No minimum or maximum duration has been established for OJT, and the duration of each OJT must be negotiated on a case-by-case basis and determined in accordance with the training and employment needs of each individual. However, each OJT agreement must clearly identify a starting date and a termination point of the training, as described in section 531.06(2) of this chapter.

531.08 TERMINATION OF THE OJT

The OJT agreement, together with all OJT services and payments to the OJT employer/trainer must be terminated upon the earliest occurrence of:

- (1) the training objectives identified in the agreement having been met; or
- (2) a determination having been made that the individual is unable to meet the training objectives identified in the agreement; or
- (3) the termination date specified by the OJT agreement; or
- (4) the employer/trainer having hired or terminated the individual; or
- (5) amendment of the IPE of the individual to delete OJT services provision; or

- (6) either party to the agreement having provided written notice of termination to the other party; or
- (7) closure of the record of services of the individual.

CONDITIONS AND LIMITATIONS OF SERVICE PROVISION

531.09 OJT PROVIDER STANDARDS

On-the-job training (OJT) can be provided only by an employer who provides competitive employment in the community for the integrated labor market:

- (1) whose personnel practices are in compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the nondiscrimination provisions of the Rehabilitation Act of 1973, as amended, and do not discriminate on the basis of race, color, national origin, creed, age, gender, or type of disability;
- (2) who is not currently engaged in layoffs for the position described in the OJT agreement, a strike, walkout, lockout, or other job action;
- (3) whose offer of the position for which the OJT agreement is written is for an actual position that it is listed on the current manning table of the business as an existing position to be filled;
- (4) who has designated an OJT supervisor who will be responsible for providing the individual/trainee with instructions, assistance, and supervision during the course of the training;
- (5) who will provide work tools, equipment, and supplies required to do the job to the same extent that it would ordinarily provide supplies, tools, and equipment to other employees performing the same job; and
- (6) who will pay the trainee competitive wages for the duration of training at or above the federal minimum wage rate, but not less than the level of wages and benefits that it would ordinarily provide to other employees performing the same job.

531.10 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)

Prior to authorizing Vocational Rehabilitation Program funds for any OJT, the record of services for the individual must include an approved Individualized Plan for Employment (IPE) that specifies OJT as a planned service and includes a written OJT agreement, as described in section 531.10 of this chapter, that has been completed, signed, and incorporated into the IPE.

531.11 OJT AGREEMENT**(1) CONTENT OF THE AGREEMENT**

A written on-the-job training (OJT) agreement is required, to delineate the purpose, terms, and conditions of a proposed OJT program, and is incorporated into the IPE for the individual. The written agreement must be completed at the time an IPE or a plan amendment is finalized and prior to, or concurrently with, the authorization for OJT training fees to be paid to an employer/trainer. The written agreement must minimally include:

(A) the name of the individual/trainee;

(B) the name, address, and telephone number of the employer/trainer (i.e., the job/training site);

(C) the identity of an employer/trainer contact person, and his or her title or position;

(D) the specific job title or particular type of work for which the individual is being trained, and the name and title of the OJT supervisor (the identity of the job site employee who will provide job site training and supervision for the individual/trainee);

(E) a narrative description of the specific provisions of the training or other preparation to be provided, including the particular knowledge, skills, and/or experience to be acquired by the individual/trainee, the method by which the individual will be instructed, and the criteria for assessing the level of proficiency achieved;

(F) the starting and ending dates of the training, or a starting date and a description of the conditions under which the OJT will be terminated, expressed as a specified date or length of time (or, if an ending date or length of time cannot be specified, as a clearly identified set of conditions in accordance with which the purposes of the OJT will be deemed to have been achieved or a determination will be made that the OJT cannot be successfully completed);

(G) an assurance that the OJT may be terminated for any reason and without further obligation by any of the parties upon written notification to the other parties;

(H) the number of hours per week worked/in training and the starting salary to be paid to the individual/trainee by the employer/trainer;

(I) the employer/trainer's assurances that it will comply with the requirements of section 531.08 and all other provisions of this chapter;

(J) a schedule of payments to the employer/trainer for training expenses; and

(K) the dated signatures of the individual/trainee, the employer/trainer contact person described in paragraph (2)(D) of this section.

[REQUIRED PRACTICE. For the purposes of these requirements, the contact person required per paragraph (1)(C) of this section would normally be an individual with the authority to commit the business to the terms of the OJT agreement (i.e., the owner, manager, or human resources director of the business) whereas the OJT supervisor specified in accordance with paragraph (1)(D) would be the employee who will provide direct, individualized instruction and job site supervision for the individual/trainee.]

(2) NARRATIVE DESCRIPTION OF SPECIFIC PROVISIONS

The narrative description required in accordance with paragraph (1)(E) of this section must be sufficiently detailed as to permit the Counselor to assess the effectiveness of the training or other preparation provided, both on a periodic basis and as the basis for terminating the OJT when

(3) SCHEDULE OF PAYMENTS TO THE EMPLOYER/TRAINER FOR TRAINING EXPENSES

The OJT agreement must also include a schedule of payments negotiated and agreed to with the employer/trainer to compensate the employer/trainer for the costs of the training to be provided. The schedule of payments and the duration of the OJT specified in the OJT agreement must be negotiated on a case-by-case basis and determined in accordance with the training and employment needs of each individual; however the agreed-upon payments:

(A) cannot exceed 50 percent of the individual's salary (not including benefits); and

(B) must be progressively reduced over the course of the OJT, adjusted downward at predetermined intervals, or at key achievement points, to reflect the anticipated increases in the trainee's competence and productivity.

[REQUIRED PRACTICE. The schedule of payments required in accordance with paragraph (3) of this section might, for example, provide for an initial period of payment at 50% of the individual's weekly salary, followed by periods of 40%, 20%, and 0%, each period lasting for a predetermined period of time or until some performance level previously identified in the agreement is reached. Total amounts greater than the amount specified in PPM APPENDIX C must be justified in the record of services.]

(4) SIGNATURE REQUIREMENT

The OJT agreement must be signed and dated by the individual/trainee (or the individual's representative, as applicable), the Vocational Rehabilitation Counselor, and the employer/trainer contact person identified in accordance with paragraph (1)(C) of this section.

(5) DISTRIBUTION OF COPIES

All signing parties must receive a copy of the completed OJT agreement. The signed and dated original is the Counselor's copy, is incorporated into the record of services, where it becomes a part of the IPE for the individual, to which it is attached. The individual/trainee and the employer/trainer must each receive copies.

RECORD OF SERVICES DOCUMENTATION REQUIREMENTS**531.12 REQUIRED DOCUMENTATION**

When OJT services are provided, the record of services for the individual must include:

- (1) an explanation demonstrating that OJT is the preferred method for training/placement (as opposed to postsecondary training or other training/placement options) and that OJT is the individual's informed choice consistent with his or her vocational strengths, resources, priorities, concerns, abilities, capabilities, and career interests in accordance with section 531.01 of this chapter;
- (2) documentation that the individual is an applicant or eligible individual, per section 531.02 of this chapter;
- (3) documentation sufficient to demonstrate that the Counselor responsibilities described in section 531.03 of this chapter have been met;
- (4) evidence of adherence to the OJT provider standards presented in section 531.08;
- (5) an IPE consistent with the requirements of section 531.09 which includes an OJT agreement meeting the requirements described in section 531.10;
- (6) all authorizations and vouchers for OJT expenses, prepared and processed in accordance with program fiscal requirements; and
- (7) case record notations describing the outcome of the OJT services provided.

531.13 INFORMATION TECHNOLOGY SYSTEM COMPLIANCE

All required information, data, and documents must be incorporated and maintained in the record of services for the individual in a manner consistent with Indiana Rehabilitation Information System (IRIS) requirements.

[AUTHORITY: State agency requirements based on federal subregulatory guidance regarding on-the-job training.]

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